



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities)
ex rel. Melanie Hall, Administrator,)
)
Plaintiff,)
)
v.)
)
Premier Global Corporation et al.,)
)
)
Defendants.)
_____)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

FEB - 3 2023

108 RICK WARREN
COURT CLERK

Case No. CJ-2022-5066
Judge Don Andrews

APPLICATION TO EMPLOY JEFF BELLA AS BROKER

Eric L. Johnson (the "Receiver") in his capacity as Receiver for Premier Global Corporation, Premier Factoring, LLC, PF-2, LLC, PF-3, LLC, PF-4, LLC, PF-5, LLC, PF-6, LLC, PF-7, LLC, Premier Factoring Group, LLC, KCI Business Services, LLC, DDI Advisory Group, LLC, Steven J. Parish, and Richard Dale Dean (collectively, he "Receivership Defendants"), applies to this Court for the authority to engage Jeff Bella of RE/Max Island Real Estate ("Broker") to act as a broker respecting certain real estate located in the country of Belize, and in support thereof states as follows:

1. The receivership estate includes certain real and personal property interests located in the country of Belize. Specifically, it includes approximately twenty-five (25) vacation style residential units located within a resort known as X'Tan Ha, which resort is located on Ambergris Caye, near San Pedro town, Belize (the "Resort Units" or individually a "Resort Unit"), together with five (5) undeveloped or partially developed lots located on the western side of Ambergris Caye ("Lagoon Side Parcels").

2. The Resort Units together with the Lagoon Side Parcels are collectively referenced herein as the "Belize Properties."

3. The Receiver plans to sell the Belize Properties to recover funds for the estate.

4. By this Application, the Receiver requests authority to employ Jeff Bella from RE/Max Island Real Estate to market and sell some or all of the Belize Properties.

5. Mr. Bella is based in Belize and has been representing buyers and sellers in real estate transactions on and around Ambergris Caye for over a decade. As such, he is uniquely qualified to fill this role. Mr. Bella is an American citizen, he is appointed by the U.S. State Department as Warden¹ for Ambergris Caye and he serves locally as a constable. As such, he is intimately familiar with the Ambergris Caye community and its business customs and practices, including those affecting sales and ownership of interests in and to real property.

6. By this application, the Receiver requests authority to engage Mr. Bella on a unit-by-unit or parcel by parcel basis. Specifically, as set forth in a contemporaneously motion seeking approval of certain sales procedures, the Receiver requests authority to cause certain to-be-formed Belizean entities ("Resort Unit Entities" and each a "Resort Unit Entity") to each separately engage Mr. Bella as exclusive agent and broker for the Resort Unit placed within that entity.

7. The standard form of agreement used by Mr. Bella in his business of listing and selling interests in vacation property in Belize is attached hereto and incorporated herein by this reference as **Exhibit A** (the "Form of Listing Agreement").

¹ A Warden is a private U.S. citizen who volunteers to assist the American Citizen Services section of the Department of State in communicating with Americans in Belize, preparing for disasters, and alerting Americans to emergency situations. Warden Systems are used to provide a reliable way to reach American citizens in the event of an emergency as well as facilitate the distribution of routine administrative information. Wardens provide updates on ongoing events to Americans in their district and organizations and assist in the enrollment of newcomers in the Department of State's Smart Traveler Enrollment Program (STEP) program. In emergencies, Wardens can also help locate missing Americans, or visit an American citizen in a jail or hospital.

8. For each unit or parcel for which the Receiver, by and through a Resort Unit Entity, determines to engage Mr. Bella, the Receiver would execute a separate agreement using substantially the same Form of Listing Agreement, and containing the same financial terms unless otherwise approved by this Court.

9. Each time the Receiver executes a Form of Listing Agreement with Mr. Bella (an "Executed Listing Agreement"), Mr. Bella shall act as the exclusive broker for that particular Resort Unit Entity with regard to the unit or parcel that is subject to and identified in that Executed Listing Agreement.

10. By this Motion, the Receiver requests that he be authorized to engage Mr. Bella and further that the Receiver be authorized to execute and enter into a separate Executed Listing Agreement on behalf of a Resort Unit Entity when and as the Receiver deems it necessary or appropriate to do so to maximize recoveries.

11. The Receiver further requests that by approval of this Application, the Receiver shall not be obligated to seek any additional approval from this Court prior to executing a new or serial listing agreements with Mr. Bella, but rather that the Receiver be authorized by approval of this Application, and on a general and ongoing basis, to execute a any such Forms of Agreement as he deems appropriate for the liquidation of units and parcels.

12. Notwithstanding the foregoing, no closing on any proposed sale of a Resort Unit Entity or any parcel or unit shall occur without the Court first approving such sale, upon notice and motion filed by the Receiver. All sales shall be subject to further approval of this Court. The Receiver shall file motions to approve sales of units and parcels as and when appropriate transactions and purchasers are identified in the future.

13. The terms of Mr. Bella's employment are set forth in the Form of Listing Agreement attached as **Exhibit A**. These terms include but are not limited to:²

- a. Payment of broker commissions in the gross amount of 8% of the sale price for each parcel or unit for which the Receiver has separately executed a Form of Agreement with Mr. Bella (each a "Designated Unit"). Commissions shall be payable respecting any sale of a Designated Unit during the period on which an executed Listing Agreement is in force or 120 calendar days after expiration of the same. It is also payable in connection with a sale to anyone with whom Broker or a cooperating broker has had negotiations, provided that Broker gives Seller, prior to within five (5) calendar days after expiration of the agreement a written notice with the name(s) of the persons Broker introduced to the Property;
- b. A commission is also payable if the property is withdrawn from sale, conveyed, leased, rented or made unmarketable by a voluntary act of the seller during the term of an Executed Listing Agreement.
- c. The compensation for the Broker's services is allocated as follows: 4% commission, 4% advertising. This does not affect co-brokering transactions with other brokers nor commission splits to be shared with other brokers.

14. Mr. Bella shall maintain detailed and itemized records of all professional services rendered on behalf of the Receiver and any actual and necessary expenses incurred in connection with the legal services for which it may seek reimbursement.

15. The Declaration of Mr. Bella in Support of the Application to Employ is attached as **Exhibit B**. Except as otherwise stated herein or in the Declaration, Mr. Bella does not hold or represent any interest adverse to the Receiver's estate and is disinterested.

16. If the Receiver opts to use a different broker or no broker for the sale of any unit or parcel, the Receiver will seek further permission from this Court for the separate engagement of any such professional when and as needed.

² The terms of the Form of Agreement are described here in summary for general and descriptive purposes only. For precise terms, please see the Form of Agreement.

WHEREFORE, the Receiver respectfully requests that the Court enter an Order authorizing the Receiver's employment of Jeff Bella as a broker for the Receiver under the terms specified herein and granting such other and further relief as the Court deems just and proper.

Dated: February 3, 2023

Respectfully submitted,

By: /s/ Hilary Allen

Hilary Allen OK #16979

9400 N. Broadway Extension, Ste. 600

Oklahoma City, Oklahoma 73114

Phone: 405-844-9900

Facsimile: 405-844-9958

Email: hallen@spencerfane.com

Attorney for the Receiver

EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL

1. **Right to Sell:** Premier Global Corp and or Assigns or Receivership ("Seller") hereby retains and grants to RE/MAX Island Real Estate Ltd. the exclusive and irrevocable right to sell or exchange that certain real property described as:
Property Known As Parcel's xxxxxxxx, Block 7, San Pedro Registration Section, Belize District, Belize ("Property"). Located at X'Tan Ha
2. **Term of Listing:** Seller retains and grants Broker the right to sell or exchange said real property for a period of (Twelve) 12 months, commencing December 19, 2022 and ending December 19, 2023 or upon closing on offer presented.
3. **Listing Price and Terms of Sale:** The listing price for said real property shall be **To Be Determined \$XXXXXXXXX** U.S, with the terms of said sale to be as follows: Possession date **NEGOTIABLE OR UPON CLOSING** date: or such other terms as Seller shall agree to.
4. **Compensation to Broker:** Seller agrees to pay to Broker as compensation for Broker's services **Eight (8%) percent** of the sale price for any of the following within two business days of possession:
 - (a) If Broker or Seller or any other person, including a cooperating broker, produces a buyer(s) who offers to purchase the Property on the above price and terms, or on any price and terms acceptable to Seller during the term of this listing or any extension thereof.
 - (b) If within 120 calendar days after expiration of this listing, or any extension, the Property is sold, conveyed, leased, or otherwise transferred to anyone with whom Broker or a cooperating broker has had negotiations, provided that Broker gives Seller, prior to within five (5) calendar days after expiration of this listing or any extension thereof, a written notice with the name(s) of the persons Broker introduced to the Property.
 - (c) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the term of this listing or any extension thereof.
5. Broker is authorized to cooperate with other brokers and to divide with other brokers the above compensation in any manner acceptable to Broker.
Seller shall be provided an itemized Closing Statement by Broker, showing all compensation for Broker's services as well as all applicable taxes (GST) payable to the Government of Belize from Seller.
6. **Assignment of Funds to Broker:** Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds upon sale of the Property whether transfer is through escrow or otherwise.
7. **Broker's and Seller's Duties:**
 - (a) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement and is authorized to advertise and market the Property in any medium selected by Broker, to include e-commerce.
 - (b) Seller agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the sale of the Property. Seller further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller, whether contained in any document, omitted from any document, or otherwise, or from any material facts which Seller knows about the Property but fails to disclose.
8. **Seller's Warranties and Representations:** Seller represents and warrants that Seller, and no other Person/Entity or Charge, has title to the Property, that Seller is authorized to enter into this agreement and List this property.

EXHIBIT A

Broker Initials: _____ Seller Initials: _____



10 Coconut Drive, San Pedro Town,



ISLAND
REAL ESTATE

Ambergris Caye, Belize

8. **Forfeited Deposits:** It is jointly agreed by Seller and Broker that if any deposits paid towards the purchase price are forfeited, said funds shall be divided equally between Owner and Broker. Broker's share will not exceed the amount earned if the sale had been finalized.
9. **Advertising:** Seller acknowledges that compensation for Broker's services is allocated as follows: 4% as sales commission, and 4% to newspaper, radio, and/or TV advertising revenue. This does not affect the co-brokering of transactions with other Brokers and/or their Agents, nor the commission splits to be shared with other Brokers.
10. **Entire Contract:** All prior discussions, negotiations, and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire agreement and is a complete and exclusive expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may only be changed or amended with mutual consent of all parties. A photocopy of this document may be used in place of an original.

Additional The Owner is free to Rent/Lease the property

Listing Ownership: This listing agreement is the property of RE/MAX Island Real Estate Ltd. and not that of the individual listing agent.

8. **Liability:** The Buyer and Seller will hold harmless and indemnify the Brokerage for any claims that may arise from its reasonable and good faith reliance or representation made or information provided by the Seller. The extent of any liability towards RE/MAX Island Real Estate Ltd. will be limited to the amount of commission payable on this transaction.

9. **Effect:** This agreement is binding on heirs and successors of the Seller and Broker and shall be governed by the Laws of Belize.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND IT, PLEASE CONSULT AN ATTORNEY OF YOUR CHOICE. This agreement shall be governed by and construed in accordance with the Laws of the Sovereign State of Belize. The Seller is advised to seek legal representation for completion of closing.

Seller: _____

(please print)

Address: _____

City _____ State _____ Country _____

Phone _____ Fax _____

E-mail _____

Seller: _____

(please print)

Address: _____

City _____ State _____ Country _____

Phone: _____ Fax: _____

E-mail: _____

Seller signature _____ (date)

Jeff Bella
Broker/Owner (please print)
(date)

Seller

Broker signature _____ (date)

City

Phone

E-mail

Broker Initials: _____ Seller Initials: _____

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities
ex rel. Melanie Hall, Administrator,

Plaintiff,

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Defendants.

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**DECLARATION OF JEFF BELLA IN SUPPORT OF RECEIVER'S
APPLICATION TO EMPLOY JEFF BELLA AS BROKER**

In support of this Declaration, Jeff Bella states:

1. I am an owner and broker at Re/Max Island Real Estate located in San Pedro Town, Ambergris Caye, Belize.
2. I submit this Declaration in connection with the application of the Receiver for an order approving the Receiver's retention of me as a broker in the above-captioned case. Unless otherwise stated in this Declaration, I have personal knowledge of the facts hereinafter set forth.
3. To the extent that any information disclosed herein requires amendment or modification due to Re/Max Island Real Estate's completion of further analysis or additional creditor information becoming available, a supplemental declaration will be submitted to the Court.
4. Neither I nor Re/Max Island Real Estate, insofar as I have been able to ascertain, is a party to this action, or is a parent, grandparent, grandchild, sibling, director, officer, agent, attorney, employee, secured or unsecured creditor or lienor of any other party in interest in this case, or their respective attorneys and/or other brokers, except as disclosed herein.

5. To the best of my knowledge, information, and belief, neither I nor Re/Max Island Real Estate hold or represent any interest adverse to the receivership estate and are both disinterested.

6. In addition, except as otherwise described herein, to the best of my knowledge, information, and belief, neither I nor Re/Max Island Real Estate have material connections with Receiver or any party in interest or their respective attorneys.

7. Based upon the information available to me, neither I nor Re/Max Island Real Estate hold an interest adverse to the Receiver or the estate as to the matters for which it is to be employed. Accordingly, I believe that I am a "disinterested person."

8. I have participated in preparing and have reviewed the Application which is supported by this Declaration, and I verify the statements made in that Application are correct to the best of my knowledge, information and belief.

I certify under penalty of perjury that the foregoing is true and correct, executed on this _____ day of January, 2022.



Jeff Bella

the